

EXHIBIT B

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SUPPLY AGREEMENT

This Supply Agreement (the “Agreement”) to be effective as of the Closing Date (as defined in the JV Agreement (as defined below)) (the “Effective Date”), is entered into by and between Inland Trailer, S. de R.L. de C.V., a limited liability company organized under the laws of Mexico (“Supplier”) and Inland Trailer Holdings, LLC, a limited liability company organized under the laws of the state of Michigan, USA (“Holdings”).

BACKGROUND

Holdings and Trailer Mechanic International, S.A. de C.V. (“TMI”) executed that certain Joint Venture Agreement dated effective as of November 5, 2021 (the “JV Agreement”). The JV Agreement requires Holdings to enter into a supply agreement with Supplier whereby Holdings will order, or cause its affiliates to order, and Supplier will manufacture and deliver, industrial trailers and semitrailers (the “Trailers”). The parties are entering into this Agreement pursuant to such requirement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Supplier agrees to manufacture and deliver the Trailers and Holdings agrees to accept and pay, or cause its affiliates to accept and pay, for such Trailers, subject to the terms, conditions and provisions hereinafter set forth.

1. Total Minimum Number of Trailers to Be Purchased under Guaranteed POs. Upon the execution of this Agreement, Holdings will issue or cause its affiliates to issue to Supplier a purchase order (“PO”) for 1,000 (one thousand) Trailers (the “Initial PO”). For the next five (5) years, on each annual anniversary of the Initial PO, Holdings will issue or cause its affiliates to issue to Supplier a new PO for a minimum of 500 (five hundred) Trailers (the “Additional POs” and, together with the Initial PO, the “Guaranteed POs”).

2.- Specifications of the Trailers: Attached as Schedule “A-1” are the specification sheets that represent the primary models for production under the Guaranteed POs, which may be changed or amended by mutual agreement of the parties from time to time.

3.- Purchase Price of the Trailers under the Guaranteed POs:

The 2021 Q2 benchmarks for pricing corresponding to the attached specifications follows below. These prices will be updated with the corresponding prices as of the Effective Date and are exclusive of charges for transportation, delivery or taxes related to purchase of the Trailer units below.

Central Transport 53’ Van -	\$29,500
Central Transport 42’ Liftgate Van -	\$35,788
PAM Composite 53’ Van -	\$31,171
Universal Automotive 53’ Van -	\$33,787
Universal Light Truckload 53’ Van -	\$31,322
Universal Drop Frame 53’ Van -	\$45,780

Adjustments to the prices above, either positive or negative, would be permitted in the following cases:

- Proven changes in production costs, including, without limitation, changes in cost of raw materials, parts and labor.
- Inflation.




- Authorized changes to model specifications.
- Agreement between Supplier and Holdings.

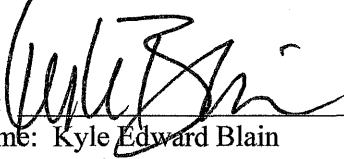
4.- Payment Terms.- Payment under the Guaranteed POs will be made as follows: (a) for the Initial PO, payment for each Trailer will be made within 20 (twenty) calendar days of the delivery of such Trailer to Holdings, its affiliates or the entity or individual designated by Holdings; and (b) for the Additional POs, payment will be made within 30 (thirty) calendar days of the delivery of the Trailer to Holdings, its affiliates or the entity or individual designated by Holdings.

IN WITNESS WHEREOF, duly authorized representatives of Supplier and Holdings have executed this Agreement as of the date first herein above stated.

INLAND TRAILER, S. DE R.L. DE C.V.

By: 
Name: Rodrigo Soto Pesquera
Its: Attorney-in-fact

INLAND TRAILER HOLDINGS, LLC

By: 
Name: Kyle Edward Blain
Its: President

Schedule A-1

Trailers Specifications under Guaranteed POs

[See attached]